| AMENDMENT OF SOLICIT | ATION/MODI | FICATION OF CONTRAC | r I. CONTRACT | ID CODE | PAGE OF PAGES 1 12 |
|---|---|---|---|--|------------------------|
| 2. AMENDMENT/MODIFICATION NO. P00002 | 3. EFFECTIVE DATE 29-Jun-2017 | 4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE | | 5. PROJECT N | IO.(lfapplicable) |
| 6. ISSUED BY CODE COMMANDER, SPACE AND NAVAL WARFARE SYSTEMS COMMAND 02 CONTRACTS 4301 PACIFIC HIGHWAY SAN DIEGO CA 92110-3127 | N00039 | 7. ADMINISTERED BY (Ifother than item 6) DCMA SPRINGFIELD BUILDING 93, ARDEC PICATINNY NJ 078065000 | 4 | DE S3101 | A |
| 8. NAME AND ADDRESS OF CONTRACTOR OF BAE SYSTEMS INFORMATION AND ELECTRONIC S SYSTEMS INTEGRATION INC. 150 PARISH DR WAYNE NJ 07470-6009 | | | 9A. AMENDM 9B. DATED (SI X 10A. MOD. OF N00039-16-C-C 10B. DATED (X 21-Sep-2016 | CONTRACT | ORDER NO. |
| CODE 0D0D0 | THIS ITEM ONLY | DE APPLIES TO AMENDMENTS OF SOI | 1 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 | ······································ | |
| The above numbered solicitation is amended as set forth Offer must acknowledge receipt of this amendment prio (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a re RECEIVED AT THE PLACE DESIGNATED FOR TH REJECTION OF YOUR OFFER. If by virtue of this am provided each telegram or letter makes reference to the s | in Item 14. The hour and r to the hour and date spec copies of the amendmen ference to the solicitation to E RECEIPT OF OFFERS endment you desire to cha olicitation and this amend | date specified for receipt of Offer ified in the solicitation or as amended by one of it; (b) By acknowledging receipt of this amendr and amendment numbers. FAILURE OF YOUR PRIOR TO THE HOUR AND DATE SPECIFIE nge an offer already submitted, such change may | is extended, the following methods: ent on each copy of the off ACKNOWLEDGMENT D MAY RESULT IN be made by telegram or let | то ве | led. |
| 12. ACCOUNTING AND APPROPRIATION DA See Schedule | TA (If required) | | | | |
| 13. THIS IT | | TO MODIFICATIONS OF CONTRAC CT/ORDER NO. AS DESCRIBED IN 17 | | | |
| A. THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A. | ANT TO: (Specify a | uthority) THE CHANGES SET FORTH | IN ITEM 14 ARE M | | |
| B. THE ABOVE NUMBERED CONTRACT/O office, appropriation date, etc.) SET FORT C. THIS SUPPLEMENTAL AGREEMENT IS | H IN ITEM 14, PUR | SUANT TO THE AUTHORITY OF FA | | as changes in | paying |
| X D. OTHER (Specify type of modification and a Mutual Agreement of the Parties and 5252.23 | | Funds | | | |
| E. IMPORTANT: Contractor is not, | X is required to sign | n this document and return 1 | copies to the issuing | g office. | |
| 14. DESCRIPTION OF AMENDMENT/MODIFIC where feasible.) Modification Control Number: kurzeja171. The purpose of this modification is to: A. Lift the stay and announce the re-aw ard du B. Effective date of the contract has been chat C. The CLINs have been revised to the Final Pr. D. Provide incremental funding totaling (b E Update Section B Pricing Tables, Clause 525 F. Update Section H, PGI 245.103-70 Government G. Update Section J, Attachment 4 Contract Date of the pricing Tables | e to protest and re-e nged to 29 June 2017 oposal Revision Vers (4) 2.216-9203 Payment ent Furnished Proper | valuation. 7. sion 2 proposed costs/prices. of Incentive Fee, and 5252.232-9200 ty and Clause 5252.217-9203 Exercise | Allotment of Funds. | | |
| Except as provided herein, all terms and conditions of the do | | | | | |
| (b)(6) Contracts Manager for | ormt) | 16A. NAME AND TITLE OF CO Heidi Radaford | ON I KACI ING OFFIC | LEK (1 ype o | print) |
| BAE Systems Information and Electronic System | | TEL: | EMAIL: | | |
| (b)(6) | 15C. DATE SIGNEI 29-June-2017 | (Signature of Contracting U | i) | | DATE SIGNED 9 Jun 2017 |
| FEM EPT ON TO SE 30 | 1 | 20.105.04 | | ND A DD EOI | 2M 20 (Paul 10 82) |

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

| The total cost of this contract was | (b)(4) | from \$47,671,959.00 to | (b)(4) | ١. |
|--|--------|-------------------------|--------|----|
| The effective date has changed from 21-Sep-2016 to 29-Jun-2017 | | | | |

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

| The target cost has | (b)(4) | |
|--------------------------------------|--------|--|
| The target profit/fee has | (b)(4) | |
| The maximum profit fee has | (b)(4) | |
| The government share below has | (b)(4) | |
| The target price has | (b)(4) | |
| The total cost of this line item has | (b)(4) | |

CLIN 0002

| The unit price amount has | (b)(4) | |
|--------------------------------------|--------|--|
| The total cost of this line item has | (b)(4) | |

CLIN 0003

| The unit price amount has | (b)(4) |
|--------------------------------------|--------|
| The total cost of this line item has | (b)(4) |

CLIN 0004

| The estimated/ma | x cost has | (b)(4) | |
|-------------------|------------|--------|--|
| The fixed fee has | | (b)(4) | |

CLIN 0005

| The estimated/max cost has | (b)(4) | |
|----------------------------|--------|--|
| The fixed fee has | (b)(4) | |

CLIN 1003

| The estimated/max | x cost has | (b)(4) | |
|-------------------|------------|--------|--|
| The fixed fee has | | (b)(4) | |

CLIN 2003

| The estimated/max | cost has | (b)(4) | |
|-------------------|----------|--------|--|
| The fixed fee has | | (b)(4) | |

SUBCLIN 000102 is added as follows:

| ITEM NO | SUPPLIES/SERVICES |
|---------|---|
| 000102 | |
| | CLIN 0001 - EDM Design |
| | Fund CLIN 0001 to Design, Develop and Deliver two EDM NTCDL CPIFAN/USQ-214 NTCDL Systems (2 EDMs) |
| | (to include Antena subsystem, Link Management Subsystem, and External Data User Interface Subsystem |
| | Hardware) and 3 Installation Test Support Device (ITSD) to include First Article Testing (FAT Testing IAW SOW |
| | PARA 3.2) |
| | PR Number: 1300628409-0001 |
| | ACRN: AB Funded Amount: (b)(4) |
| | |

The following have been modified:

<u>B-1</u>

B-1 Data Rights Table

DATA RIGHTS (If Data Rights are priced, the Government will modify the resulting contract to include those prices as non-fee bearing FFP option CLIN(s) to Section B of the Contract). The Government seeks to acquire, at a minimum, Government Purpose Rights (GPR) as defined in DFARS 252.227-7013 and 252.227-7014 for commercial and noncommercial technical data, computer software, and computer documentation as defined in DFARS 252.227-7013, 252.227-7014, and 252.227-7015. The following tables classify the Government's technical data rights by CDRL item. The classification applies only to the extent the CDRL item or parts thereof meet the definitions of technical data, computer software, and computer software documentation as referenced above. The column marked "Rights Classification" provides the type of rights proffered to the Government under the contract, while the "Price" column provides the corresponding non-fee bearing FFP for the rights. If any of the technical data listed below is updated during the performance of the contract, the Contractor shall deliver the rights to the updated technical data at no additional cost to the Government. A \$0 (zero) indicates that the rights associated with that CDRL are available to the Government, as the Government has funded or partially funded the development of the CDRL deliverable under this contract. Note that this table is not all-inclusive; the Offeror may add additional CDRL items during proposal submission.

(NOTE: Firmware shall be considered software and shall meet all of the software requirements listed within this RFP).

The proposed prices set forth in the table below apply throughout the Period of Performance (PoP) of this contract.

| | DATA RIGHTS TABLE | | | | |
|------|--|-----------------------|-------------------------|--|--|
| CDRL | Name | Rights Classification | Price (non-fee bearing) | | |
| A001 | Contractor's Progress, Status and Management | | | | |
| AUU1 | Report | | | | |
| A002 | Conference Agenda | | | | |
| A003 | Conference Minutes | (1-)(4) | | | |
| A004 | Program Management Plan (PMP) | (b)(4) | | | |
| A005 | Contract Work Breakdown Structure (CWBS) | | | | |
| A006 | Contractor's Configuration Management Plan | | | | |
| AUUU | (CMP) | | | | |

| A007 | Interface Design Description (IDD) | |
|--------------|--|--------|
| A008 | Item Unique Identification (IUID) Marking Plan | |
| | Item Unique Identification (IUID) Marking | |
| A009 | Activity, Validation, Verification Report | |
| A010 | Installation Requirements Drawings (IRD) | |
| A011 | Enterprise Change Request (ECR) | |
| A012 | Specification Change Notice | |
| A013 | Request for Variance (RFV) | |
| A014 | Baseline Description Document | |
| A015 | Configuration Status Accounting Information | |
| A016 | Technical Report - Study/Services | |
| A017 | Systems Engineering Management Plan (SEMP) | |
| A018 | Technical Data Package | |
| A019 | Software Product Specification | |
| A020 | Software Version Description (SVD) | |
| A021 | Information Assurance (IA) Design Review | |
| | Information Package (DRIP) | |
| A022 | Integrated Program Management Report (IPMR) | |
| A023 | Integrated Program Management Report (IPMR) | |
| A024 | Contract Funds Status Report (CFSR) | |
| A025 | System/Subsystem Item Design Description (SSDD) | |
| | System/Subsystem Item Design Description | |
| A026 | (SSDD) | |
| A027 | Software Development Plan (SDP) | |
| A028 | Technical Manual Package | |
| A029 | Technical Report - Study/Services | (b)(4) |
| A030 | Health Hazard Assessment Report (HHAR) | |
| A031 | Human Engineering Design Approach | |
| | Document-Maintainer (HEDAD-M) | |
| A032 | RESERVED | |
| A033 | Interface Design Description (IDD) | |
| A034 | NTCDL COMSEC Security Certification | |
| A035 | Document Progress Person (Studies) | |
| A036 | Progress Report (Studies) Reliability Test Reports | |
| A037 | Acceptance Test Plan | |
| | Maintainability/Testability Demonstration Test | |
| A038 | Report Pestalonia Pest | |
| 4.020 | Logistics Management Information (LMI) | |
| A039 | Summaries | |
| A040 | Test Plan | |
| A041 | Test/ Inspection Report | |
| A042 | Test Procedure | |
| A043 | Parts List | |
| A044 | Condition Based Maintenance Plus (CBM+) | |
| | Program Plan | |
| A045 | Failure Analysis and Corrective Action Report | |
| | (FACAR) Conference Minutes | |
| A046 A047 | RESERVED | |
| A047 A048 | Test/Inspection Report | |
| AV+0 | 1 cou mopeculon report | |

| A049 | Electromagnetic Interference Control Procedures (EMICP) | |
|------|--|--------|
| A050 | Electromagnetic Interference Test Procedures (EMITP) | |
| A051 | Electromagnetic Interference Test Report (EMITR) | |
| A052 | Electromagnetic Environmental Effects (E3) Integration and Analysis Report (E3IAR) | |
| A053 | Electromagnetic Environmental Effects (E3) Verification Procedures (E3VP) | |
| A054 | Electromagnetic Environmental Effects (E3) Verification Report (E3VR) | |
| A055 | Spectrum Certification Spectral Characteristics Data | |
| A056 | Waveform Certification | |
| A057 | RESERVED | |
| A058 | Test Plan | |
| A059 | Test Procedure | |
| A060 | High-Impact Shock Test Procedures | |
| A061 | Shock Test Report | |
| A062 | Test/Inspection Report | |
| | Equipment Structureborne Vibration | |
| A063 | Acceleration Measurements Test Report | |
| A064 | Reliability Test Plan | |
| | Maintainability/Testability Demonstration Test | |
| A065 | Plan | |
| A066 | Test/Inspection Report | (b)(4) |
| A067 | Test Procedure | |
| A068 | Test/Inspection Report | |
| A069 | Configuration Audit Plan | |
| A070 | Configuration Audit Summary Report | |
| A071 | Configuration Audit Summary Report | |
| A072 | Planned Maintenance System (PMS) Maintenance Index Page (MIP) | |
| A073 | Planned Maintenance System (PMS) | |
| A073 | Maintenance Requirement Card (MRC) | |
| A074 | Course Conduct Information Package | |
| A075 | Training Conduct Support Document | |
| A076 | Test Package | |
| A077 | Critical Task Analysis Report | |
| A078 | Reliability Prediction and Documentation of Supporting Data | |
| A079 | Proposed Spares Parts List | |
| A080 | Logistics Management Information (LMI) Data Product | |
| A081 | Interactive Computer Aided Provisioning System (ICAPS) Data Exchange | |
| A082 | System/Subsystem Design Description (SSDD) | |
| A083 | Acceptance Test Plan | |
| A084 | Software User Manual | |
| A085 | Test Procedure | |
| A086 | Test/Inspection Report | |
| A087 | Test Procedure | |

| A088 | Test/Inspection Report | |
|------|---|--------|
| A089 | Technical Report - Study/Services | |
| A090 | Technical Report - Study/Services | (b)(4) |
| A091 | Hazardous Materials Management Plan (HMMP) Report | |
| | Кероп | |

(End of Clause)

B-2 Pricing Tables - NTCDL LRIP System, Subsystems, Spares and LRUs (CLINs 1001, and 2001)

The Government will have the right to order quantities of those items so long as the total quantity does not exceed the total quantity specified in the quantity column per CLIN. The maximum quantity is 5 each per period for each CLIN in the table below. The contractor shall propose the respective price-quantity break that results in the most advantageous cost savings to the Government. The Government can benefit from a combined quantity buy if modifications are placed within 30 day period. All items ordered for such an item during this 30 day period will be treated as a single modification, or combined to achieve economies of scale for the purpose of establishing the quantity price. For example, if the quantity break was QTY 1-3 for \$100; QTY 4-5 \$75 and a modification was issued for a quantity of 3 each of CLIN 1001 and within a 30 day window from the date of the modification, the Government placed a second modification of 1 each for CLIN 1001, the Government would combine the quantities and recalculate the unit pricing for all items based upon a combined quantity of 4 each.

B-2a NTCDL System (including antenna and radome) CLINs 1001, and 2001 (5 max. per CLIN)

| | | • | | | | |
|------|-------|-------|---------|-------|-------|--|
| | QTY 1 | QTY 2 | QTY 3 | QTY 4 | QTY 5 | |
| 1001 | | | (1-)(4) | | | |
| 2001 | | | (b)(4) | | | |

B-2b NTCDL Subsystems, Spares, LRUs CLINs 1002, and 2002 (5 max. per CLIN)

| CLIN 1002 | QTY 1 | QTY 2 | QTY 3 | QTY 4 | QTY 5 |
|--------------------------|-------|-------|--------|-------|-------|
| External Data | | | | | |
| User Interface | | | | | |
| Subsystem | | | | | |
| Link | | | 4.4.0 | | |
| Management | | | (b)(4) | | |
| Subsystem | | | | | |
| Installation Test | | | | | |
| Support Device | | | | | |

| CLIN 2002 | QTY 1 | QTY | QTY | QTY | QTY |
|-------------------|-------|-----|----------|-----|-----|
| External Data | | | | | |
| User Interface | | | | | |
| Subsystem | | | | | |
| Link | | | (1-) (4) | | |
| Management | | | (b)(4) | | |
| Subsystem | | | | | |
| Installation Test | | | | | |
| Support Device | | | | | |

(End of clause)

ITEM(S)

0001

ALLOTTED TO COST

(b)(4)

${\bf 5252.216\text{-}9203\ \ PAYMENT\ OF\ INCENTIVE\ FEE\ (JAN\ 1989)}$

| TARGET COST (Exclusive of Fee): (b)(4) |
|---|
| MINIMUM FEE: (b)(4) |
| TARGET FEE: (b)(4) |
| MAXIMUM FEE: (b)(4) |
| SHARE RATIO: Government 40% /Contractor 60% for cost overruns and underruns. |
| The allowable cost and incentive fee hereunder shall be paid in accordance with the clauses of the contract entitled "Allowable Cost and Payment" and "Incentive Fee". |
| The Government shall make payment on account of the target fee of (b)(4) of the amounts payable under each invoice for the work performed, subject however, to the withholding provisions of paragraph (c) of the "Incentive Fee" clause of this contract. |
| In the event of discontinuance of the work in accordance with the clause entitled "Limitation of Cost," the fee shall be re-determined by mutual agreement equitably to reflect the diminution of the work performed; the amount by which such fee is less than or exceeds, payments previously made on account of fee, shall be paid to, or repaid by, the Contractor, as the case may be. |
| (End of clause) |
| 5252.232-9200 ALLOTMENT OF FUNDS (JAN 1989) |
| (a) This contract is incrementally funded with respect to both cost and target fee. |
| (b) The amounts presently available and allotted to this contract for payment of fee, as provided in the Section I clause of this contract entitled "Target Fee", are as follows: |
| ITEM(S) ALLOTTED TO TARGET FEE |
| 0001 (b)(4) |
| (c) The amounts presently available and allotted to this contract for payment of cost, subject to the Section I "Limitation of Funds" clause, the items covered thereby and the period of performance which it is estimated the allotted amount will cover are as follows: |

PERIOD OF PERFORMANCE

30 June 2018

(d) The parties contemplate that the Government will allot additional amounts to this contract from time to time by unilateral contract modification, and any such modification shall state separately the amounts allotted for cost and for fee, the items covered thereby, and the period of performance the amounts are expected to cover.

(End of clause)

SECTION E - INSPECTION AND ACCEPTANCE

| The A | Acceptance/Inspection Schedule for S | | | |
|--------|---|--------------------|-------------------|------------|
| | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
| | N/A | N/A | N/A | Government |
| То: | | | | |
| 10. | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
| | N/A | N/A | N/A | N/A |
| | 1771 | 11/11 | 17/11 | 17/11 |
| | | | | |
| The f | following Acceptance/Inspection Sche | edule was added fo | r SUBCLIN 000102: | |
| | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
| | N/A | N/A | N/A | N/A |
| | | | | |
| T1 | A | T IN 0006 has been | 1 | |
| i ne z | Acceptance/Inspection Schedule for C INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
| | N/A | N/A | N/A | Government |
| | IV/A | 14/74 | IV/A | Government |
| To: | | | | |
| | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
| | N/A | N/A | N/A | N/A |
| | | | | |
| | | | | |
| The A | Acceptance/Inspection Schedule for C | | | A COEDE DA |
| | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
| | N/A | N/A | N/A | Government |
| To: | | | | |
| 10. | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
| | N/A | N/A | N/A | N/A |
| | | | | |
| | | | | |
| The A | Acceptance/Inspection Schedule for C | | | |
| | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
| | N/A | N/A | N/A | Government |
| т. | | | | |
| To: | INCDECT AT | INCDECT DV | ACCEPT AT | ACCEPT DV |
| | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
| | N/A | N/A | N/A | N/A |

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was

SUBCLIN 000102:
Funding on SUBCLIN 000102 is initiated as follows:

ACRN: AB

CIN:

Acctng Data: 1771319 X7JN 255 00039 0 050120 2D 000000

Increase: (b)(4)

Total: (b)(4)

Cost Code:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

<u>H-1</u>

Provisioning Items Ordered (PIO)

APPLICABLE TO CLINS, if and to the extent exercised, option items 1002, and 2002

- (a) Contracting Modification Provisioning Items and Other Supplies or Services to be Furnished When Ordered by the Government. The Contractor shall furnish supplies or services under the Item set forth herein when a contract modification is issued by the Purchasing Contracting Officer (PCO) in accordance with the procedures specified in the Schedule. The Government shall not be liable for any expenses incurred by the Contractor under Item set forth herein until a contract modification is issued by the Government.
- (b) Ordering. For the purpose of this contract, the PCO is the ordering activity. The PCO will issue contract modifications for supplies or services to be furnished by the Contractor in accordance with requirements specified by the cognizant provisioning or requiring activity designated in paragraph (1) below. Each contract modification issued in accordance with paragraph (d) or (e) below shall be prepared on Standard Form 30 (Amendment of Solicitation/Modification of Contract);
 - (i) be numbered as a modification to this contract in accordance with FAR Supplement 4.7004-3;
 - (ii) identify the Item number set forth in SECTION B of the Schedule under which the supplies or services are being procured;
 - (iii) set forth the supplies or services and the quantities being procured.
 - (iv) set forth packaging (preservation and packing) and marking requirements for supplies being procured (See FAR 10.004(e));
 - (v) set forth consignment instructions for supplies being procured to the extent they are known at the time the contract modification is issued (See FAR 47.305-10 and DOD FAR Supplement 247.305-10);

- (vi) set forth the negotiated delivery or performance dates (or the Government's desired delivery or performance dates in the case of a NTE modification where the delivery schedule has not been negotiated);
- (vii) identify those items, if any, subject to the "Limitation of Liability Major Items" clause, if included in this contract:
- (viii) obligate funds to cover supplemental agreement issued under paragraph (d) below or not to exceed (NTE) modifications issued under paragraph (e) below;
- (ix) set forth the applicable accounting and appropriation data;
- (x) be given the same distribution as this contract, except that distribution of voluminous contract exhibits shall be limited to:
- (1) the Contractor,
- (2) the Contract Administration Office,
- (3) the cognizant provisioning or requiring activity,
- (4) the Paying Office, and
- (5) the Accounting Office.
- (c) <u>Supplemental Agreements Covering Priced Provisioning Items or Other Supplies or Services.</u> Except as otherwise provided in paragraph (e) below, the PCO will issue a supplemental agreement to this contract when supplies or services are to be furnished by the Contractor. The Contractor shall submit to the PCO, prior to the issuance of each modification, a price quotation for the supplies or services ordered by the Government which shall include: (1) an estimate of the costs with sufficient data to support the accuracy and reliability of such estimate, and (2) supporting cost and pricing data. Such supplemental agreement shall be fully priced and otherwise fully definitive at the time of issuance and shall be signed by the Contractor and the PCO.
- (d) Provisioning Items Orders and Other NTE Modifications. In those cases where it is not possible to fully price the supplies or services required by the Government in accordance with paragraph (c) above, the PCO will issue unilateral contract modification in the form of a NTE modification. Each NTE modification shall provide for total performance of the modification for the specified NTE and such NTE shall bear reasonable relationship to the work to be performed. A milestone schedule which culminates in a mutually agreed date upon which complete definitization will occur shall be included in each NTE modification. The milestone schedule established in the NTE modification concerned shall be within the period set forth in paragraph (g) below. Each NTE modification shall set forth the not-to-exceed NTE for the supplies or services being procured and shall be signed by the PCO. The NTE specified in any NTE modification shall not be used as a billing price for delivered items. Modifications for provisioned items shall be issued in accordance with DOD FAR Supplemental 217-7402(b).
- (e) Limitation of Government Liability and Contractor Obligations Under NTE Modifications. The not-to-exceed price specified in each NTE modification shall be the limitation on the Government's obligation to pay for the supplies of the services being ordered until the NTE modification has been superseded by a supplemental agreement to this contract unless such not-to-exceed price has been increased, in writing, by the PCO. The Contractor shall not be obligated to proceed with performance under any NTE modified, if the Contractor has reason to believe that the supplies or services called for will so exceed the estimated price specified therein, but shall promptly so notify the PCO, in writing, with a copy to the cognizant provisioning or requiring activity, and propose an increase in the estimated price. Within fifteen (15) days after receipt of such notification, the PCO will either increase the estimated price of the NTE modification concerned or notify the Contractor, in writing, how and to what extent the work is to be continued. If the Contractor has reason to believe that the total price to the Government for the supplies or services called for in any NTE modification will be substantially less than the estimated price specified therein, the Contractor shall promptly so notify the PCO in writing, with a copy to the cognizant provisioning or requiring activity. The PCO may, based upon such notification decrease the estimated price of the NTE modification concerned.
- (f) Cost Quotations and Establishment of Definitized Estimated Firm Fixed Price Under NTE Modifications. The Contractor shall submit to the PCO, not later than sixty (60) days after issuance of each NTE modification a price quotation for the supplies or services ordered by the Government which shall include: (1) a statement of costs incurred and an estimate of the costs expected to be incurred in the performance of the NTE modification, together with sufficient data to support the accuracy and reliability of such estimate, and (2) supporting cost and pricing data.

Upon submission of the Contractor's price quotation, the Contractor and the PCO shall promptly negotiate and establish a firm price for the supplies or services called for in the NTE modification concerned. The firm price established for the supplies set forth in a supplemental agreement to the contract shall supersede the applicable NTE modification. Multiple NTE modifications or portions of unpriced modifications may be incorporated in a supplemental agreement which supersedes a NTE modification, provided that the identification shown in the applicable NTE modifications is set forth in such supplemental agreements. Any supplemental agreement, which supersedes a NTE modification, shall be executed within one hundred eighty (180) days after the issuance of the NTE modification, but in no event after forty percent (40%) of the work has been completed. If agreement on a definitive bilateral modification to any NTE modification is not reached by the period specified above, the PCO may determine a reasonable price for the NTE modification concerned with FAR 15.8 and FAR Part 31 and DOD FAR Supplemental 215.8 and FAR Part 31 subject to appeal by the Contractor as provided in the "Disputes" clause of this contract.

- (g) <u>Segregation of Costs of NTE Modifications.</u> The Contractor shall segregate by modification all incurred costs (less allocable credits) for work allocable to each NTE modification issued pursuant to paragraph (e) above. The requirement for the Contractor to segregate the costs of each NTE modification shall continue until a firm price is established by a supplemental agreement to this contract.
- (h) <u>Modification to Supplemental Agreements</u>. Additions to supplemental agreements or NTE modifications shall be effected in accordance with the procedures for issuing contract modifications specified herein. Any claim for charges resulting from a decrease in the supplies or services ordered by the Government shall be processed in accordance with the termination procedures of this contract. Items of supplies or service set forth in modifications to supplemental agreements or NTE modifications (or contract exhibits) issued hereunder shall be numbered in accordance with the applicable procedures in DOD FAR Supplemental 204.7107, except that new contract line numbers shall not be assigned in contract modifications issued by the PCO.
- (i) <u>Provisioning Document, Specification, or Description of Work</u>. The applicable provisioning document or specification or the description of the work is set forth below. To the extent of any inconsistency between any provisioning document or specification referred to below and the Schedule, the Schedule shall control.

(End of clause)

PGI 245.103-70 Government Furnished Property

(a) The Government will provide only that property set forth below, notwithstanding any provisions of the specifications to the contrary:

| Description | QTY | Date Provided | Location |
|---|-----|---------------|---------------------|
| NTCDL External Data User Interface (EDUI) Software | | 29 Mos After | |
| | 1 | Contract | Contractor Facility |
| | | Award | |
| NTCDL Link Management Subsystems Software (LMS) | | 29 Mos After | |
| | 1 | Contract | Contractor Facility |
| | | Award | |
| NTCDL Installation and Test Support Device (ITSD) (EDM) | | 36 Mos After | Contractor Facility |
| | 1 | Contract | (SHIP IN PLACE) |
| | | Award | (SHIP IN PLACE) |
| NTCDL Mini form factor Cryptographic Core Module | | 9 Mos After | |
| | 27 | Contract | Contractor Facility |
| | | Award | |

| NTCDL LRIP Mini form factor Cryptopraphic Core Module | 48 | 30 days After LRIP Option | Contractor Facility |
|---|----|------------------------------|---------------------|
| | | Exercised | , |

Note: No additional Government Furnished Material will be added to this clause after contract award. If vendors want to suggest added GFP/GFM, it must be done prior to RFP proposal due date.

- (b) Disposition Instructions: Upon completion of the Contract or until GFP is no longer necessary, the contractor shall notify the PCO to provide inventory disposition schedule 30 days after property items are no longer needed or 60 days after contract completion.
- (c) Restriction of Use: The contractor is not authorized to use the GFP listed herein for any other purpose than the contracting effort, unless otherwise authorized in writing by the contracting officer.

(End of clause)

5252.217-9203 EXERCISE OF OPTION (JUL 2000)

The Government, at any time after effective date of contract, may require the Contractor to furnish Option Items for delivery at the time(s) and place(s) and at the price(s) set forth herein. If Options are exercised within the period below, it shall be done as unilateral modification. If Options are exercised outside of the period below, it will be done as bilateral modification. Contractor will be notified 30 days prior to the option exercise dates listed below:

| <u>ITEMS</u> | OPTION EXERCISE DATE |
|------------------------|--|
| 0002-0005 1001-1004 | 29 Aug 2017 – 28 Nov 2020 29 Nov 2020 – 28 Nov 2021 |
| 2001-2004 | 29 Nov 2021 – 28 Nov 2022 |

(End of clause)

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

LIST OF ATTACHMENTS

Attachment 1 - NTCDL System Performance Specification (SPS) NTCDL-SPS-1004M-1.0

Attachment 2 – Statement of Work (SOW) NTCDL-SOW-1005M-1.0

Attachment 3 – DoD Contract Security Classification Specification (DD254)

Attachment 4 - Contract Data Requirements List (CDRLs), P00002

Attachment 5 - Small Business Contracting Plan, Fiscal Year 2017

(End of Summary of Changes)